REMARKS

Applicant respectfully requests reconsideration and allowance of the above-identified application in view of the above amendments and the following remarks. Claims 1-14, 16-27, and 30-31 are pending in the present application. By this amendment, claims 1, 16, 30, and 31 have been amended. No new matter has been added.

In addition to the arguments presented in responses to previous office actions (which are maintained here), following additional arguments are presented.

§102 Rejection of Claims 1, 3-5, 7-14, and 30-31

In Section 10 of the final office action dated May 5, 2010 ("the Office Action"), claims 1, 3-5, 7-14, and 30-31 stand rejected under 35 U.S.C. §102(e) as being anticipated by Novak (U.S. Patent Publication No. 2003/0097655).

This rejection is hereby traversed, and it is submitted that amended independent claim 1 is fully distinguished from Novak, as described in more detail below.

Claim 1 recites:

> A method of acquiring a license in a hub network, comprising:
>
> (a) sending a license request from a client to a server;
>
> (b) sending a connection confirmation from said client to said server; and
>
> (c) receiving a sub-copy license at said client from said server in response to said license request;
>
> (d) wherein said license request identifies a sub-copy version of content stored on said client, said sub-copy version including sub-copy locked content data,

(e) wherein said sub-copy version is a copy of a source version of content, the source version being a source for generating the sub-copy version of content which is provided to the client through the hub network when client is connected to the server,

(f) wherein said source version is bound to the hub network and stored on said server, and said sub-copy version is bound to members of said hub network, and

(g) wherein the sub-copy version being bound to the members of the hub network indicates that the content cannot be freely copied onto other media unless a compliant device first requests to unbind the sub-copy version of the content from the hub network by changing the bound sub-copy version to a discrete version before the sub-copy version can be removed.

(Limitation designators added for easy reference)

A. Novak fails to teach or suggest "said sub-copy version is bound to members of said hub network, wherein the sub-copy version being bound to the members of the hub network indicates that the content cannot be freely copied onto other media unless a compliant device first requests to unbind the sub-copy version of the content from the hub network by changing the bound sub-copy version to a discrete version before the sub-copy version can be removed"

The Office Action cites paragraph [0100] of Novak as disclosing the feature of "said sub-copy version is bound to members of said hub network, wherein the sub-copy version being bound to the members of the hub network indicates that the content cannot be freely copied onto other media unless a compliant device first requests to unbind the sub-copy version of the content from the hub network by changing the bound sub-copy

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version to a discrete version before the sub-copy version can be removed." Paragraph

[0100] of Novak recites:

> [0100] Embodiments in which the digital content 404
> resides on content source 420 accessible via the network
> connection 408 provide a number of benefits for a user 402.
> For example, the user 402 need not store and organize
> physical media storing the digital content 404. The user 402
> may simply access licensed digital content 404 from any
> device, e.g. STB 102, connected to the network 101. In
> addition, the user 402 may store the digital content 404 on
> physical media such as CDs, DVDs, or a storage device
> 310 of the STB 102. However, if the physical media are
> destroyed, misplaced, or damaged, the user 402 may still
> access digital content 404 for which the user 404 owns a
> license 411. The digital content 404 may be accessed to
> make a replacement copy of the original physical media.
> Thus a user 402 may easily manage large libraries of digital
> content 404 and provide back-up copies when needed.

In the above passage, Novak clearly discloses that "the user 402 may store the

digital content 404 on physical media such as CDs, DVDs...." The copying of the digital

content onto CDs and DVDs clearly allows the Novak device to remove the digital content

from the "network." Therefore, copying digital content onto CDs and DVDs contradicts the

claimed feature that "said sub-copy version is bound to members of said hub network,

wherein the sub-copy version being bound to the members of the hub network indicates

that the content cannot be freely copied onto other media unless a compliant device first

requests to unbind the sub-copy version of the content from the hub network by changing

the bound sub-copy version to a discrete version before the sub-copy version can be

removed."

Since Novak specifically allows users to remove content from the network by

writing the digital content onto optical discs, Novak fails to teach or suggest the claimed
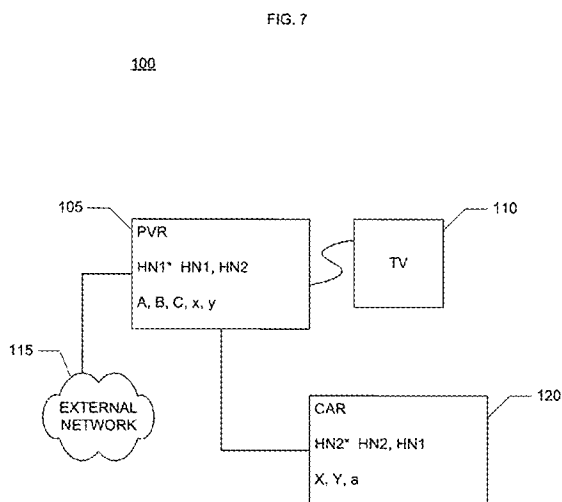
feature of "said sub-copy version is bound to <u>members</u> of said hub network, wherein the sub-copy version being bound to the members of the hub network indicates that the content cannot be freely copied onto other media unless a compliant device first requests to unbind the sub-copy version of the content from the hub network by changing the bound sub-copy version to a discrete version before the sub-copy version can be removed." Nowhere does Novak suggest that the optical discs are compliant devices. As such, Novak specifically provides a mechanism to backup and manage digital content onto non-secure devices. By contrast, the example embodiment in the present application discloses a mechanism whereby digital content is bound to hub network members. This feature is presented in claim 1, which recites that "said sub-copy version is bound to members of said hub network, wherein the sub-copy version being bound to the members of the hub network indicates that the content cannot be freely copied onto other media unless a compliant device first requests to unbind the sub-copy version of the content from the hub network by changing the bound sub-copy version to a discrete version before the sub-copy version can be removed."

The Examiner, in the Response to Arguments section (Section 4) states that the "argument is not persuasive because the information required to actually playback the content is stored within the set-top box ([0100]) (i.e. decryption keys). Therefore, because the keys used to playback the content are stored on the set-top box, the content is tied to the set-top box." Further, in Section 5, the Examiner states that features including "the concept of being "bound" to members of the hub network means that the content cannot be freely copied onto other media unless a compliant device first requests to

unbind the sub-copy of the content from the network by changing the bound sub-copy to a discrete version before any sub-copy version of the content can be removed" are not recited in the rejected claim(s). Claim 1 has been amended to specifically add this limitation. This limitation is disclosed in at least Paragraphs [0032], [0044], and [0114] of the publication of the present application

Accordingly, Novak fails to teach or suggest an instance wherein "said sub-copy version is bound to members of said hub network, wherein the sub-copy version being bound to the members of the hub network indicates that the content cannot be freely copied onto other media unless a compliant device first requests to unbind the sub-copy version of the content from the hub network by changing the bound sub-copy version to a discrete version before the sub-copy version can be removed."

B. Novak fails to teach or suggest both "...said source version is bound to the hub network and stored on said server, and said sub-copy version is bound to members of said hub network"

FIG. 7

100

105 —
PVR
HN1* HN1, HN2
A, B, C, x, y

110
TV

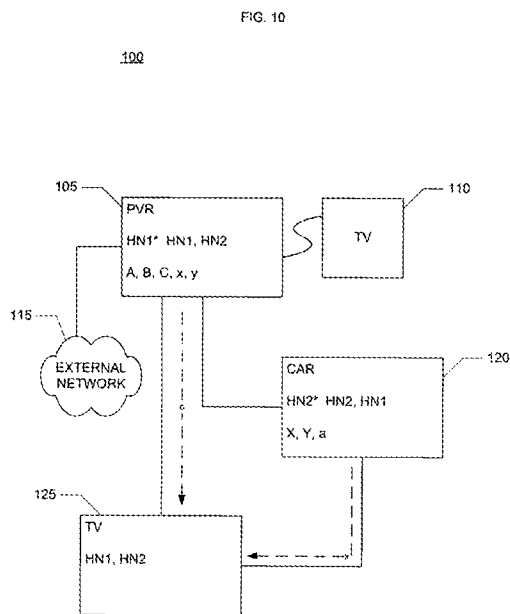115 —
EXTERNAL
NETWORK

120
CAR
HN2* HN2, HN1
X, Y, a

Novak fails to teach or suggest "wherein said source version is bound to the hub network and stored on said server, and said sub-copy version is bound to members of said hub network".

By example, Figs. 7 and 10 of the present application illustrate the distinction

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between clients which are <u>members</u> of a Hub Network and clients which are <u>connected</u> to

a Hub Network (See Pub. No. 2004/0117483). Fig. 7 (above-left), and the corresponding

portion of the specification, introduce Car 120 as a client of Hub Network HN1 and HN2,

and a Server of Hub Network HN2*. Once Car 120 becomes a member of Hub Network

HN1, <u>it need not remain connected to Hub Network HN1 to remain a member of Hub</u>

<u>network HN1</u>. For example, in Fig. 10 (below-left), Car 120 disconnects from Hub

Network HN1 by leaving the vicinity of PVR 105, which is the server for Hub Network

HN1. However, Car 120 still remains a member of Hub Network HN1, even while

disconnected. Similarly, PVR 105 remains a member of Hub Network HN2, of which Car

120 is a server.

FIG. 10

100

105 — PVR
HN1* HN1, HN2
A, B, C, x, y

110 — TV

115 — EXTERNAL NETWORK

120 — CAR
HN2* HN2, HN1
X, Y, a

125 — TV
HN1, HN2

Novak fails to teach or suggest that

both "….said source version is bound to the

hub network and stored on said server, and

said sub-copy version is bound to members

of said hub network."

Novak discloses a digital content

distribution system. The Office Action cites

Paragraphs [0099] and [0100] of Novak as

disclosing these features of claim 1.

Paragraphs [0099] and [0100] of Novak are

recited here:

> [0099] The STB 102 then receives (or may have previously
> received) a segment 418 of digital content 404 from a

content source 420. The content source 420 may be embodied as a server in communication with the STB 102 via the network connection 408. For instance, the content source 420 may be located within a broadcast center 110 or may be a separate server accessible via the network 101 or the Internet 112. As described more fully below, the content source 420 may also be physical media.

[0100] Embodiments in which the digital content 404 resides on content source 420 accessible via the network connection 408 provide a number of benefits for a user 402. For example, the user 402 need not store and organize physical media storing the digital content 404. The user 402 may simply access licensed digital content 404 from any device, e.g. STB 102, connected to the network 101. In addition, the user 402 may store the digital content 404 on physical media such as CDs, DVDs, or a storage device 310 of the STB 102. However, if the physical media are destroyed, misplaced, or damaged, the user 402 may still access digital content 404 for which the user 404 owns a license 411. The digital content 404 may be accessed to make a replacement copy of the original physical media. Thus a user 402 may easily manage large libraries of digital content 404 and provide back-up copies when needed.

Although the cited portion of Novak appears to indicate that licensed digital content can be accessed using a device connected to the network, it fails to teach or suggest that the source version is bound to the hub network and stored on the server, and the sub-copy version is bound to members of the hub network. That is, as discussed above, the concept of content being bound to a network, and accessing the bound content using a device that is a member of that network is different from accessing content by just connecting to the network. Further, Novak's accessing of content by just connecting to the network fails to teach or suggest that "the source version [of the content] is bound to the hub network and stored on said server". Instead, in Novak, the content stored on the server has no specific association with the network of servers and clients, i.e., it is not

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113748/4838US/1203884.01

"bound". Therefore, this concept of Novak differs from the example embodiments in the present application. The example embodiment, at paragraph [0031], illustrates that the source version (referred to as the bound instance) is bound to a given hub network. Sub-copies are generated using the bound instance as the "source version." These sub-copies are also bound to the Hub Network.

Accordingly, Novak fails to teach or suggest an instance wherein "….said source version is bound to the hub network and stored on said server, and said sub-copy version is bound to members of said hub network."

C. Novak fails to teach or suggest "receiving said sub-copy version from a device that is a member of a different hub network from said hub network …"

Regarding claim 14, it recites a further limitation (further to claim 1) "comprising: receiving said sub-copy version from a device that is a member of a different hub network from said hub network; and obtaining a new license from a licensing authority indicated by the sub-copy version." This limitation is disclosed in Paragraph [0114] of the publication of the present application, which is recited here:

> [0114] … A client device can move a sub-copy version to
> another device in the hub network or to a device outside the
> hub network. A <u>device receiving a sub-copy version from a</u>
> <u>different hub network (e.g., of which the device is not a</u>
> <u>member) needs to obtain a new license, such as from a</u>
> <u>licensing authority indicated by the sub-copy version</u>. A
> compliant server will not move the root responsibility, and
> thus the bound instance, to another compliant server
> without first changing the state of the bound instance back
> to discrete. To transfer root responsibility to another server,
> the server shifts the bound instance to a discrete instance
> and moves the discrete instance to the second server. The

second server then shifts the received discrete instance to a bound instance, and so the second server then has root responsibility. In this case, the bound instance is then bound to a different hub network, that of the second server. In another implementation, the source version is not stored on the server for the hub network, but the server stores and administers the root license and remotely manages the source version.

The Office Action cites paragraphs [0054] and [0055] of Novak as disclosing the feature of "receiving said sub-copy version from a device that is a member of a different hub network from said hub network." Paragraphs [0054] and [0055] of Novak recite:

[0054] Programming for a DBS system may be distributed, for example, by multiple high-power satellites in geosynchronous orbit, each with multiple transponders. Compression (e.g., MPEG) may be used to increase the amount of programming that can be transmitted in the available bandwidth.

[0055] The broadcast centers 110 may be used to gather programming content, ensure its digital quality, and uplink the signal to the satellites. Programming may be received by the broadcast centers 110 from content providers (CNN®, ESPN®, HBO®, TBS®, etc.) via satellite, fiber optic cable and/or special digital tape. Satellite-delivered programming is typically immediately digitized, encrypted and uplinked to the orbiting satellites. The satellites retransmit the signal back down to every earth-station, e.g., every compatible DBS system receiver dish at customers' homes and businesses.

The Office Action further states "Novak discloses that the content is provided to the network from content providers through high-power satellites in geosynchronous orbit ([0054]-[0055]), which meets the limitation of receiving said sub-copy version from a device that is a member of a different hub network from said hub network.

However, applicants respectfully disagree with the characterization of the above

passages of Novak as disclosing the limitations of claim 14. The cited passages of Novak merely disclose receiving content from content providers. In contrast, the limitations of claim 14 recite receiving a sub-copy version of the bound content from a device that is a member of a different hub network; and obtaining a new license from a licensing authority indicated by the sub-copy version. Novak's disclosure of providing content from the content providers does not teach or suggest the limitations of claim 14.

Based on the above discussions, claims 1 and 14 should be allowable over Novak. Since independent claims 30 and 31 recite similar limitations as recited in claim 1, claims 30 and 31 should also be allowable over Novak. Further, since claims 4-5 and 7-13 depend from claim 1, claims 4-5 and 7-13 should also be allowable over Novak. Since claims 17-27 depend from claim 16, claims 17-27 should also be allowable over Novak.

Accordingly, it is submitted that the rejection of claims 1, 3-5, 7-14, and 30-31 based upon 35 U.S.C. §102(e) has been overcome by the present remarks and withdrawal thereof is respectfully requested.

§103 Rejection of Claims 2, 6 and 16-27

In Section 13 of the Office Action, Claims 2, 6 and 16-27 stand rejected under 35 U.S.C. §103(a) as being unpatentable over Novak, in view of Shamoon (U.S. Patent No. 7,233,948).

Regarding claim 6, it recites "setting an expiration time according to said expiration period including resetting said expiration time if said expiration time was previously set to a different value; wherein said client has a secure client clock, when said client clock indicates that the current expiration time has been reached, said sub-copy license expires and becomes disabled, and said client will not decrypt said sub-copy locked content data when said sub-copy license is disabled." These limitations are disclosed in Paragraph [0096] of the publication of the present application, which is recited here:

> [0096] The client checks the expiration period for any licenses of sub-copy versions of bound instances bound to the hub network, block 2010. As discussed below, the license for a sub-copy version includes an expiration period. When the client receives the license, the client sets an expiration time based on the expiration period of the license. For example, for a license with an expiration period of 15 days, the client sets the expiration time to be 15 days from the time when the client received the license. The client monitors how much time remains until the expiration time and when the expiration time has been reached using a secure clock. A client periodically refreshes the license by requesting a refreshed license from the server and resets the expiration period and time when the refreshed license is received. A disconnected client device cannot refresh the license because the client is not connected to the server. While the client is unable to refresh the license, the expiration time does not change and so the amount of time until the expiration time is reached continues to decrease. When the expiration time is reached, the expiration period has expired and the client disables the license. When the client can refresh the license again, the client enables the license and resets the expiration time. A client may be unable to refresh one license because the client is disconnected from the hub network for the license, but be able to refresh a second license because the client is still connected to a different hub network corresponding to the second license.

Therefore, the limitations of claim 6 teach setting an expiration time for the use of the sub-copy locked content data according to the expiration period indicated in the sub-copy license. Further, when the expiration time has been reached, the sub-copy license becomes disabled and the client will not decrypt the sub-copy locked content data.

The Office Action fails to address claim 6. However, assuming the Examiner meant to use the similar reference to reject claim 6 as claim 5, the Office Action indicates that Novak discloses that the sub licenses have set periods of validity ([0040] & [0108]). Paragraphs [0040] and [0108] of Novak are recite here:

> [0040] In certain embodiments, licenses and sublicenses may be organized into a hierarchy of licenses. Within the hierarchy each license or sublicense may have different restrictions on the number of descendent licenses allowed and/or the number of licenses allowed for a certain level, or generation of licenses. In addition, the validity of licenses within the hierarchy may change temporarily or permanently based on rights or limitations invoked with respect to other licenses in the hierarchy. In one configuration, a license may be disabled for a set period of time corresponding to an established time interval for a sublicense created from the license.

> [0108] Of course transfers of licenses 411 or portions of licenses, sublicenses, may include rules and restrictions in certain embodiments. For example, once a sublicense is created and transferred, the parent license may be revoked for a set time period corresponding to a valid time period for the sublicense. This period of time may be a "loan period." During the "loan period" the sublicense may be valid while the parent license is not. After the "loan period" the sublicense may be revoked and the parent license 411 re-activated. Reactivation of the parent license 411 may occur automatically.

Paragraph [0040] does not mention anything about an expiration time. Paragraph [0108] mentions revoking the parent license for a set time period corresponding to a valid time period for the sublicense, which is a different issue than disabling the sub-copy license and not decrypting the sub-copy locked content data when the expiration time for the sub-copy license has been reached. It appears parent license and sublicense of Novak are mutually exclusive licenses because when one license is valid, the other license is disabled. However, the expiration time for the sub-copy license determines when to disable decryption of the sub-copy locked content data. There are two different issues that are addressed in the passage of Novak and in the limitations of claim 6.

Based on the above discussions, claim 6 should be allowable over Novak. Further, based on the above discussions regarding claim 1, and since independent claim 16 recites similar limitations as recited in claim 1 but with providing a license (from the point of view of a server rather than from the point of view of a client who is acquiring a license), claim 16 should be allowable over Novak. Shamoon is merely cited for disclosing synchronizing the client and server utilizing secure clocks. Without admitting the validity of the teachings of Shamoon, it is submitted that the combination of Novak and Shamoon still fails to teach or suggest all of the limitations of claim 6 or claim 16. Further, since claims 2 and 17-27 depend from claims 1 and 16, respectively, claims 2 and 17-27 should also be allowable over the combination of Novak and Shamoon.

Accordingly, it is submitted that the rejection of claims 2, 6 and 16-27 based upon 35 U.S.C. §103(a) has been overcome by the present remarks and withdrawal thereof is respectfully requested.

CONCLUSION

In view of the foregoing, applicants respectfully request reconsideration of claims

1-14, 16-27, and 30-31 in view of the amendments and remarks and submit that all

pending claims are presently in condition for allowance.

In the event that additional cooperation in this case may be helpful to complete its

prosecution, the Examiner is cordially invited to contact Applicant's representative at the

telephone number written below.

Respectfully submitted,

Dated: July 6, 2010   By: /Samuel S. Lee/
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